

BOND # _____

EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal, and _____ a corporation duly authorized as a Surety
company to transact business in the Commonwealth of Virginia, as Surety, are held and firmly bound
unto the County of Chesterfield, Virginia, a political subdivision of the Commonwealth of Virginia,
as Obligee, in the sum of _____ Dollars (\$_____) in lawful
money of the United States, for the payment of which sum, well and truly to be made, we, the
Principal and Surety, unconditionally bind ourselves and our heirs, executors, administrators,
successors and assigns jointly and severally firmly by these presents:

WHEREAS, the Principal desires to engage in land disturbing activity in accordance with the
terms of Chapter 8 of the Code of Chesterfield County, 1997, as amended, on property owned by

and described as _____.

AND WHEREAS, the Principal has submitted to the Environmental Engineer of Chesterfield
County for approval an Erosion and Sediment Control Plan prepared by
_____, dated _____, and submitted to Chesterfield County
on _____ for land disturbing activity on the above described property (the "Plan").

NOW, THEREFORE, the condition of this obligation is such that if the Environmental
Engineer approves the Plan, and any revisions to the Plan, and if the Principal within the time
specified and in accordance with the Plan and any revisions and in accordance with the County Code,
shall faithfully perform each and every conservation activity required by the County Code and
specified in the Plan and any revision thereof, then the above obligation shall be void. Otherwise, it
shall be and remain in full force and effect.

Whenever the Principal shall fail, and be declared by the Obligee to have failed to perform
the required conservation activities:

- (1) The Surety, upon demand by the Obligee, may promptly remedy default; or
- (2) The Obligee, after five days written notice to the Surety, or without notice to the
surety in case of emergency, may perform or arrange for performance of the
Principal's obligations, and the Surety shall reimburse the Obligee the actual costs of
such performance but in no event shall the aggregate liability of the Surety exceed the

amount of this bond.

This bond shall terminate at the expiration of sixty (60) days from the date of receipt of written notice by the Surety from the Environmental Engineer of completion of the land disturbing activity; however, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Plan shall in any way affect its obligation on this bond and the Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Plan.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto affixed their names and seals this ____ day of _____, 20____.

PRINCIPAL

By: _____

Title: _____

Address: _____

Approved as to form:

Assistant County Attorney

SURETY:

By: _____

Address: _____

RESIDENT VIRGINIA AGENT (if out of state Surety Company)

Address: _____

ACKNOWLEDGEMENT FOR PRINCIPAL

State of _____

County/City of _____, to wit:

I, _____, a Notary Public in and for the County/City and State aforesaid, do certify that _____ whose name is signed to the foregoing bond, personally appeared before me in my County/City and State aforesaid and acknowledged the same to be his act and deed.

My commission expires _____.

Given under my hand and seal this ____ day of _____, 20____.

Notary Public

ACKNOWLEDGEMENT FOR SURETY

State of _____

County/City of _____, to wit:

I, _____, a Notary Public in and for the County/City and State aforesaid, do certify that _____ whose name is signed to the foregoing bond, personally appeared before me in my County/City and State aforesaid and acknowledged the same to be his act and deed.

My commission expires _____.

Given under my hand and seal this ____ day of _____, 20____.

Notary Public